even if it is capable of amendment by substituting the name of the firm for the present plaintiff.

Ramani for the plaintiff: The suit is properly brought in the name of Kannappa Chettiar—One partner can do everything usually done on behalf of the partnership and bringing suits for the recovery of debts is one [section 251 of the Contract Enactment and *Court v. Berlin*[1]]—The vilasam of P. R. N. N. coupled to the name of Kannappa Chettiar is notice to all the world that Kannappa Chettiar is suing as partner of the P. R. N. N. Firm. *RM. K. R. M. vs. V. RM. V. L.*[2]. Such an objection is no longer fatal to the suit—*Lindley* 10th Edition p. 351. There will always be liberty to amend. If I am wrong on my submission I ask leave to amend the plaint by substituting "P. R. N. N. Firm" for the plaintiff

As to verification by Vellasamy Pillai I refer to section 35 (*b*) of the Civil Procedure Code—There is an unreported judgment of Burton, J., on this point in connection with this very firm of P. R. N. N. The suit is therefore not liable to be dismissed.

Cussen, J.—I direct plaint be amended by the substitution of P. R. N. N. Firm for the present Plaintiff and that consequential amendments to the body of the plaint be accordingly made—I hold that the plaint is properly signed and verified by Vellasamy Pillai by virtue of section 35 (*b*) of the Civil Procedure Code—In this respect I follow the unreported judgment of Burton, J., which has been cited to me.

Order accordingly.

P. R. N. N. FIRM vs. SOONA NAVANA FIRM.

[Selangor Civil Suit No. 401 of 1933]

Burton, J.—A preliminary technical point is taken in this suit which is pleaded in paragraph 4 of the Statement of Defence that P. R. N. N. Athappa Chettiar is not the recognised agent of the plaintiff firm within the meaning of the Civil Procedure Code and that the plaint is not signed or verified in accordance with the Civil Procedure Code.

Mr. Veerasamy admitted that Kannappa Chettiar is a partner of the plaintiff firm and conceded that if the nominal plaintiff had been Kannappa Chettiar he would have no ground of objection. The position is that Athappa Chettiar, the attorney of Kannappa Chettiar, a partner of the firm of P. R. N. N. has instituted a suit in the name of the firm.

P. R. N. N. is a Chettiar money-lending firm carrying on business in Kuala Lumpur, and the present suit is to recover a debt of $2,000 and interest from the defendants on a current account.

I think that there is no doubt that if Kannappa Chettiar had been in the Federated Malay States he would have been acting within the scope of his agency as a partner in instituting this suit, *see* section 251 of the Contract Enactment. The institution of such a suit would be an act usually done in carrying on a money-lending business.

But the difficulty arises because Kannappa was at all material times in India and the suit was instituted by his attorney Athappa Chettiar. Athappa Chettiar holds a Power of Attorney from Kannappa which nominates and appoints him—

> "to be my true and lawful attorney for me and in my name to do all or any of the following acts...."

and refers generally throughout to his personal affairs as well as the affairs of the firm and *(inter alia)* gives him power to sue for the firm's debts.

The sole point that I have now to decide is whether Athappa could institute this suit, in other words whether he is a recognised agent within the meaning of Chapter V of the Code. He is clearly not a recognised agent under section 35 (*a*) of the Code because he holds his Power of Attorney from Kannappa and not from the plaintiff firm, but I cannot see why he should not be a recognised agent under paragraph (*b*) of section 35. It is clear that Athappa is in charge of the firm's affairs in Kuala Lumpur, and I think he can institute the suit not as the attorney of Kannappa but as the person carrying on the business in the name of the plaintiff firm, and acting under an authority implied from the conduct of the parties, the nature of the employment, and the general practice in Chetty business, although on the particular point as to whether or not this suit should be brought the partners are in disagreement, and Nachiappa has gone so far as to send a cable to the Court asking that the suit be dismissed.

I think, therefore, that the objection is bad and that the suit should proceed.

Objection dismissed.